

EXHIBIT 36

1990 Final Contract Offer with Attachments

HAB/UAW NEGOTIATIONS
MEMORANDUM OF UNDERSTANDING
FINAL CONTRACT OFFER
DECEMBER 15, 1990

It is understood and agreed that the non-economic and economic proposals presented to the Union as of December 15, 1990, constitute the Company's final offer, and must be accepted and ratified as presented, in full, without change, in order to constitute a binding contractual commitment on both parties.

This offer will remain open for five (5) consecutive days from today's date, after which time the Company reserves the right to withdraw the offer, in whole or in part, and to take such other steps as are consistent with its obligations under the National Labor Relations Act.

It is further understood that the Company's agreement to make any benefits extended retroactive to the expiration date of the previous contract will be withdrawn if the final contract offer is not ratified within the time period set forth herein.

For The Union:

Robert Rietveld
Steve Gijssels
Gregory Powell
Ricardo Maynes
Ronald Clapp
Philip Sullivan
David R. (Cape)

For The Company:

Jack G. West
CE Beckman
V. Dind on Ford
Herman Leo Host

HAB/UAW NEGOTIATIONS
DELETIONS FROM CURRENT CONTRACT

Article II, Section 1, p. 1, line 3 - "...in plant 16 and 19..."

Article II, Section 2, p. 2 - (deleted)

Article II, Section 3, p. 2 - delete paragraph 2 - "The Company will not interfere with..."

Article V, Section 1, p. 6 - delete paragraph 2 - "In administration of the ..."

Article V, Section 2, page 6, part A - delete "Fabrication - Mechanical and Fabrication - Anodize", replace with "Fabrication"

- delete reference to Plant 19

page 7 - delete reference to Plant 19

Article VI, Section 6, pp. 14-15 - (delete)

Article VIII, Section 7, p. 17 - delete para. 2 - "Employees shall be notified..."

Article IX, Section 1, p. 18 - (new language)

Article IX, Section 3, p. 19 - delete reference to Plant 19

Article IX, Section 4, p. 20, part A - (delete)

Article IX, Section 4, p. 21, part B, "Job openings which are created by..."

Article IX, Section 4, p. 22, part D

Article IX, Section 4, p. 22, part E, para. 2, "In the event that an opening..."

Article IX, Section 4, p. 23, para. 3-5, "All employees transferred to a job..."
(delete to end of page)

Article IX, Section 4, p. 24, para. 1-3, "...completing 30 calendar days..."
(delete from top of page to part F)

Article IX, Section 4, p. 25, part G - (delete)

Article IX, Section 4, p. 25, part H, nos. 1-3 (delete to end of page)
- p. 26 (delete lines 1-2 at top of page)

Article IX, Section 5, pp. 26-30, parts A-C - (deleted; new language)

Article IX, Section 6, p. 30, para. 2, "Temporary transfers within a department will be..."

Article IX, Section 8, p. 32 - (deleted; new language)
- p. 33 (delete lines 1-2 at top of page)

Article X, Section 3, p. 38 - (deleted)

Article X, Section 7, p. 40 - (deleted; new language under "Medical Leave, Section 4, p. 69 of new contract)

Article X, Section 8, p. 40 - (deleted)

Article XI, Section 1, pp. 42-45, parts F., G. - (new language)

Article XI, Section 1, p. 46, part K - (deleted, new language under part G., p. 77 of new contract)

Article XI, Section 1, pp. 46-47, part L. - (deleted)

Article XI, Section 8, p. 49, part A, nos. 1-5 - (delete)

Article XI, Section 10, pp. 56-60, part A-C - (delete)

Article XIV, Section 4, part F., p. 72 - (delete)

Article XV, Section 1, p. 74 - (delete; new language)

Article XVI, Section 12, part A, p. 87, para. 3-6, "... He receives his orders and work schedules..." - (delete to end of page)

- p. 88, para. 1-4, [from top of page] (delete) "... job should be done ... to "... to effectively recommend such action."

Article XVI, Section 12, part C., no. 1 - (delete references to Plants 16-19)

Article XVI, Section 12, part E., p. 90 - (delete first paragraph; delete reference to Plants 16-19)

Article XVI, Section 12, part G., p. 91, para. 3 - (delete)

Article XVI, Section 12, part I., p. 92 - (deleted; new language)

Article XVI, Section 12, part L., pp. 93-94, nos. 1-8 - (deleted)

Jail Letter (deleted p. 108)

Letter of Agreement (deleted)

SUMMARY OF IMPORTANT CHANGES:

NEW CONTRACT PROPOSAL

1. Reduction of Union Bargaining Committee Members (p. 16)

PURPOSE: With Plant 19 closed, there is no longer any need for six (6) committee members. The Committee will not be reduced until the next Union election, at which time it will be reduced from six (6) members to five (5) members if there are over 250 bargaining unit employees in the plant, or to four (4) members if there are fewer than 250 bargaining unit employees. This reduction will also reduce the amount of paid union time.

2. Reduction of Union Stewards (p. 17)

PURPOSE: With fewer employees, and with a new "team approach", there will be fewer stewards needed. Only one (1) steward has been reduced from the present number on the day shift and the afternoon shift.

3. Grievance and Arbitration Procedure (p. 20) - Three (3) members of the Committee, rather than all six (6), will meet with Management at the Bargaining Committee - Personnel Manager Step. *President, Chm Comm, + 1*

PURPOSE: To reduce the amount of non-productive, paid union time, and to put this plant more in line with the practice at other union plants this size, where Union-Management meetings normally have three (3) representatives for each side.

4. Discipline Penalty Limit (p. 32) - Increase by three (3) months the time for considering past violations (from nine (9) months to twelve (12) months). *Document files*

PURPOSE: Many union contracts do not set time limits for considering past violations. The Company wanted NO limits; the Union Bargaining Committee would not agree. The parties compromised, and agreed on twelve (12) months, which provides a more realistic look at an employee's past history.

5. Absenteeism and Tardiness (pp. 36-37) - Reduce accumulated point total for discharge by one (1) point; change time limits for receiving points; end written notice of warning for all employees who accumulate less than two (2) points in any six (6) month period; end one week suspension at point before discharge; roll back point totals for all employees by one (1) point.

PURPOSE: To encourage better attendance and to put point totals for discharge more in line with other plants this size; to end practice of suspending for one week an employee who already has a discharge problem.

6. Probationary Period (p. 28) - Increase to ninety (90) days for new employees.

PURPOSE: To give the Company a more reasonable period of time to evaluate a new employee, not only for job performance, but also for attendance, punctuality, dependability and ability to get along with fellow employees.

7. Seniority Coverage (p. 42) - ~~Combine Fabrication, Mechanical and Fabrication~~
~~and Welding; add Welder to protected category; add Toolkeeper to Skilled Trades.~~

PURPOSE: To assist Company in developing and establishing "work-team" concept and "employee-involvement" groups.

8. Work Force Increases (pp. 43-48)

- A. Add "~~Production Group~~" concept - employees from fabrication and extrusion operations may be organized into production groups (like Xerox, Sub Zero, etc.)
Cells

- (1) Jobs in production groups will be posted, filled by seniority where employee is physically able to perform work.
- (2) Company retains right of assignment within each production group.
- (3) If production group job postings are not filled through the posting procedure, the most junior employee in the classification needed will be assigned.
- (4) Each production group will be its own "overtime equalization group".
- (5) Employees reduced from a production group must first go to any position within their department in the production helper classification where their seniority will take them; then to any position in the plant where their seniority will take them; if their seniority would not allow them to remain within the plant, then they may bump a junior employee in another production group.

PURPOSE: To allow employees in production helper classifications to bid for posted jobs within the production groups; to give the Company greater flexibility in establishing stable work groups for the purpose of greater productivity, higher quality and less disruption during overtime assignments. *Rotate specific jobs in group for training and control repetitive motion injury.*

- B. Job Transfers (p. 47, I.) - Allow one (1) voluntary job transfer per year. [Applies only to "voluntary" job transfers, not to assignments made by the Company.]

PURPOSE: To reduce what has been nearly unrestricted job transfer rights, which has created a very unstable workforce within the plant. Restricting voluntary job transfer rights will give the "production group" and "team concept" the chance to succeed and should lend to greater stability, higher productivity, better quality and fewer job-related accidents.

12. Memorandums of Understanding (pp. 117-121)

- A. Inspection Department (p. 118) - Inspectors, after training, will be assigned to departments as work schedules dictate.

PURPOSE: To give Company flexibility in assignment of inspectors to departments where they are needed.

- B. One Day Vacation - Still at discretion of management, but clarified so employees understand that where proper notice is given, employees may be granted up to three (3) one-day vacations per year.

PURPOSE: To increase stability of workforce, decrease need for temporary transfers to cover one-day vacations. NOTE: One-day vacations prohibited in many union contracts.

- C. Voluntary Layoff (pp. 50-51) - No voluntary layoffs permitted for one year; after one (1) year, may exercise voluntary layoff rights with following changes:

- (1) Must exercise layoff for a minimum of ninety (90) days; unless recalled through normal recall procedures;
- (2) When voluntary layoff returns, must bump junior employee in the classification (return from voluntary layoff cannot create another voluntary layoff opportunity).

PURPOSE: To reduce impact of Plant 19 closing; to reduce instability in workforce; to create more stable workforce and allow Company to benefit from experience of more senior employees.

- D. Shift Preference (p. 64) - Employees may exercise shift preference twice each year, unless an opening in the same classification and department on another shift occurs during the year.

PURPOSE: To reduce employee movement within the plant and stabilize the workforce; give greater stability to production groups without creating unreasonable limitations on shift preference rights, which can still be exercised whenever an opening occurs.

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9. Medical Leave (pp. 68-70) - Reduce seniority continuation from three (3) years to two (2) years; add maternity leave to medical leave.

PURPOSE: To put medical leave provisions in compliance with federal law; to put contract in line with other union contracts regarding seniority continuation.

10. Overtime (pp. 75-79) - Change overtime equalization groups by adding separate "production groups" as independent overtime equalization groups; where overtime required outside an overtime equalization group, and no qualified volunteers available, overtime will be assigned to junior employee in the classification needed; overtime mandatory where proper notice given; overtime equalization by shift.

PURPOSE: To prevent wholesale change in workforce on overtime periods; to allow production group or department working on a particular project to continue through the overtime period, which will increase productivity and quality.

11. Wage Administration Guidelines (pp. 88-91) - Increase qualification period for highest rate of pay within a classification from forty-five (45) to ninety (90) days.

PURPOSE: To bring contract in line with other union contracts, which usually provide qualification period from minimum pay rate to maximum pay rate of six (6) months to one (1) year. NOTE: Will have minimum effect on present employees.

HAB/UAW NEGOTIATIONS
FINAL ECONOMIC PROPOSAL
COMPANY PROPOSAL NO. 4
DECEMBER 15, 1990

Proposal 3. Page 49, Article XI, Section 8

- A. \$500.00 signing bonus to all employees on active payroll as of December 20, 1990, payable within two weeks of ratification;
- B. No increase in base wage rates for life of contract;
- C. Eliminate 2nd Tier;
- D. All employees in bargaining unit on active payroll as of December 30, 1992 and December 30, 1993 eligible for profit-sharing bonus:
 - (1) Amount of bonus subject to Management discretion;
 - (2) Structure of profit-sharing bonus plan to be developed and implemented by Company.

Proposal 4. Page 51 - Raise Forge saw pay to same rate as Fab saw pay.

Proposal 5. Page 60, Article XI, Section 11, Bereavement - add "...grandchildren..."

Proposal 6. Page 61, Article XI, Section 11 - Modify bereavement during vacation to be with pay.

Proposal 13. Page 76, Section 1 - Increase weekly S & A benefits \$5.00 per week each year of the Agreement (\$145 - \$150 - \$155); maintain maximum eligibility period under current (expired) contract.

Proposal 14. Page 75, Article XV, Summary of Benefits -

- A. Life insurance for active payroll employees - increase benefit amounts \$2,000 for each year of contract (\$15,000 - \$17,000 - \$20,000).
- B. Dependant insurance - increase to following levels:
 - (1) Spouse \$2,000
 - (2) Dependant children (6 mos. - 19 yrs.) \$2,000
 - (3) Dependant children (5 days - 6 mos.) \$ 500

Proposal 15. Page 76, Section 3 - AD & D - increase benefit amounts \$2,000 for each year of contract (\$15,000 - \$17,000 - \$20,000).

was \$11,000

HAB/UAW NEGOTIATIONS
FINAL ECONOMIC PROPOSAL
COMPANY PROPOSAL NO. 4
DECEMBER 15, 1990
PAGE TWO

Proposal 18. Health Insurance - BC/BS, CMM 100/200, 80-20 plan, \$1,000 stop less (after deductible), R & C:

- A. Employee co-pay of premium amount - 5%;
- B. Employee co-pay to be deducted from gross pay, rather than net pay under Internal Revenue Code section 125.

Proposal 19. (Eliminate second tier wage rates - see Proposal 3)

Proposal 22. Establish 401K plan (non-contributory)

Proposal 26. (See Proposal 3.)

Proposal 29. (See Proposal 18.)

Proposal 30. Article XV, Section 8F, pp. 82-83 - Reduce coverage period from two (2) years to one (1) year.

Proposal 31. Company will invest in excess of two-million dollars (\$2,000,000) in plant and equipment to:

- A. Preserve economic viability of plant;
- B. Improve prospects for profitable operation

ALL OTHER ECONOMIC PROPOSALS TO REMAIN SAME AS IN PREVIOUS CONTRACT (eg., holidays, vacation bonus, pension plan, etc.)

CMM 80/20 MEDICAL INSURANCE PLAN
\$100/\$200 DEDUCTIBLES

<u>RATE CATEGORY</u>	<u>RATE FROM BC/BS*</u>	<u>COMPANY CONTRIBUTION</u>	<u>EMPLOYEE CO-PAY</u>	<u>CONTRACT YEAR NUMBER</u>
SINGLE	\$ 95	\$ 90.25	\$ 4.75	
2-PERSON	\$220	\$209.00	\$11.00	1
FAMILY	\$230	\$218.50	\$11.50	

SINGLE	\$114**	\$108.30	\$ 5.70	
2-PERSON	\$264**	\$250.80	\$13.20	2
FAMILY	\$276**	\$262.20	\$13.80	

SINGLE	\$137**	\$130.15	\$ 6.85	
2-PERSON	\$317**	\$301.15	\$15.06	3
FAMILY	\$331**	\$314.45	\$15.72	

* Rounded to nearest whole dollar.

** Assuming 20% insurance inflation rate.